


Information	General terms and conditions of sale and delivery	 <i>strong sideloader solutions</i>
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1. General Provisions, Contractual relationship

1.1 We, BULMOR Industries GmbH, Kickenau 1, 4320 Perg, Austria, commercial register no. FN 214090 p, sell all goods, in particular machinery, technical supplies, spare parts, operating materials and other goods, and provide all deliveries and services to our customers, exclusively on the basis of the below General Terms and Conditions of Sale and Delivery (hereinafter: "GTC"). Unless otherwise agreed, these GTC also apply in the future to all of our sales, deliveries and services to the customer, even if these GTC are not the subject of a further separate agreement.

1.2 These GTC do not apply to deliveries and/or services provided to consumers.

1.3 Regardless of any reference by the customer to its own general terms and conditions and regardless of the date of any receipt by us of such terms and conditions of the customer, the general terms and conditions of the customer will not form part of the agreement. That also applies even if we do not object to the general terms and conditions of the customer or if we unreservedly deliver goods or provide services while aware that the customer has terms and conditions that are in conflict with, supplement or differ from our terms and conditions.

2. Offer

2.1 Our offers and any information in our price lists, catalogues, advertising, marketing materials, online-advertising or similar are always non-obligatory and non-binding, unless otherwise indicated.

2.2 The order of goods and/or services by the customer is considered to be a binding contractual offer that we may accept within 30 days of receipt. An agreement is concluded only once we have accepted the customer's contractual offer by written order confirmation or by delivering goods and/or providing services.

2.3 Our information regarding the object of the delivery or service (information regarding weight, dimensions, quality, quantity and other specifications of the delivery or service, as well as any quality samples) and our descriptions of the same (illustrations) in order confirmations, delivery notes and similar are only approximately authoritative within the scope of customary deviations, unless specific information regarding the object is expressly specified as binding or expressly agreed with the customer. That also applies to the usability of the object of delivery for the contractual intended purpose.

2.4 We reserve all copyright and – unless they are part of the delivery scope – property rights to offers, cost estimates, drawings and technical documents or similar; the aforementioned are not permitted to be provided to third parties without our written consent.

2.5 The goods sold by us are not intended to be loaned or rented out.

3. Terms of Delivery

3.1 Unless otherwise agreed, the following rules apply to deliveries: Deliveries are made "EXW" (INCOTERMS 2010); "works" is considered to refer to our works/warehouse located at Kickenau 1, 4320 Perg, Austria. We will make the goods available to the customer at our warehouse according to the deadlines or dates agreed under Section 3.3 and will notify the customer thereof. From that point on, all risks, in particular the risk of accidental destruction, accidental impairment, accidental loss, accidental damage and/or theft of the goods, pass to the customer. We are under no obligation to load the goods onto the means of transport used to collect the goods. **3.2** If, in deviation from Section 3.1, we agree with the customer in writing that we will ship the goods, shipping will always be performed at the customer's expense and risk. Any deadlines and dates

pursuant to Section 3.3 refer to the time of handover to the freight forwarder, hauler or other third party commissioned to ship the goods. We will make the goods available to the freight forwarder, hauler or other third party commissioned to ship the goods at our warehouse according to the deadlines or dates agreed under Section 3.3, and will simultaneously notify the freight forwarder, hauler or other party commissioned to ship the goods and the customer. Shipping insurance will only be taken out if expressly requested by the customer. From that point on, all risks, in particular the risk of accidental destruction, accidental impairment, accidental loss, accidental damage and/or theft of the goods, pass to the customer. Said risks pass to the customer at the latest upon handover of the goods (as determined by the start of the loading process) to the first freight forwarder, hauler or other third party designated to ship the goods. The above rule also applies if partial deliveries are made or if we have also agreed to provide other services (such as installation). If the shipping or handover is delayed due to circumstances attributable to the customer, the risks will pass to the customer as of the date on which the goods are ready to be shipped and we have notified the customer thereof.

3.3 We shall notify the customer of deadlines or dates for providing our deliveries or services upon acceptance of the order; said deadlines or dates may be specified as binding or non-binding. Deadlines are counted from when the order confirmation or notification of dispatch is sent, but not before the timely and proper fulfillment of the customer's cooperation duties that first enable us to comply with our obligations.

3.4 We are entitled to make partial deliveries or to render partial services, and issue a corresponding partial invoice if: – these can be used by the customer in the scope of the intended contractual use; – delivery of the remaining ordered goods is ensured and

– it will not result in any significant additional efforts or additional costs for the customer (unless we have declared ourselves willing to bear those costs).

3.5 We are not liable if the delivery cannot be made or is delayed due to force majeure or other circumstances that were not foreseeable at the time the agreement was concluded (e.g. disrupted operations of any kind, difficulties with procuring materials or energy supplies, delays in transit, strikes, legitimate lockouts, lack of workers, energy or raw materials, difficulties with obtaining the necessary official approvals, measures taken by authorities, lack of or incorrect or late deliveries on the part of our suppliers, military conflicts, epidemics, pandemics or similar) and for which we are not responsible. We will notify the customer of such circumstances without delay. If such circumstances significantly impede the delivery or render it impossible and the duration of the hindrance is not merely temporary, we are entitled to withdraw from the agreement. In the event of withdrawal from the agreement, we will reimburse the consideration paid by the customer without delay. In the case of temporary hindrances, the delivery deadlines or dates will be extended or postponed by the length of the hindrance, plus appropriate recovery time. If the customer cannot reasonably be expected to accept the delivery due to the delay, the customer may withdraw from the agreement with us by notifying us accordingly in writing without delay. Statutory rights of withdrawal are unaffected by this Section 3.5.

3.6 Our liability is limited to the indemnification specified in Section 11 if we are late in providing deliveries or services or are unable to provide deliveries or services, irrespective of the reason.

3.7 Our machines are extensively tested by us prior to delivery and may therefore show up to 50 operating hours upon delivery. This circumstance does neither qualify as wear, deterioration nor material defect of the machine. In case our machines show up to 50 operating hours upon delivery, the customer shall have no claims for warranty and/or damages or any other claims arising from breach of contract.

4. Lump-sum indemnification

If the customer cancels or withdraws from the agreement without cause or hinders performance of the agreement, the customer is required to pay lump-sum indemnification of 30% of the net order value concerned, providing that the customer is to blame for the cancellation, withdrawal or hindrance. This does not apply if the customer provides proof that the resulting loss incurred by us is significantly lower. We reserve the right to assert a claim to a higher level of indemnification. Any claims to which we are entitled under the agreement or by law are unaffected.

5. Prices

5.1 Unless otherwise stated, all prices shall be understood as net prices ex works ("EXW") and do not include packaging costs, statutory VAT, customs duties for export deliveries, take-back costs and costs of proper recovery and disposal of waste electrical and electronic equipment for commercial purposes pursuant to the Austrian Ordinance on Handling Waste Electrical Equipment [Elektroaltgeräteverordnung - EAG-VO], German Electronic Devices Act [Elektronikgerätegesetz - ElektroG] or comparable statutory provisions. If the customer passes on the goods, he has to oblige the third party to dispose of the goods and to pass on the aforementioned obligation, otherwise the customer has to take back the goods at its own expense after the end of use and dispose the goods in accordance with the EAG-VO, ElektroG and/or comparable statutory provisions. If the customer commissions us with the loading or dispatch of the goods, the customer bears all costs in connection therewith in particular costs of freight, transport insurance, as well as duties including import and export duties. Any discounts or reductions compared to the catalogue prices that are granted or promised to the customer are conditional in every case upon full and timely payment of the relevant invoice. If we are commissioned by the customer to load or ship the goods, the customer bears all associated costs, in particular freight, shipping insurance and any duties, including import and export duties.

5.2 Unless otherwise stated, the prices offered to the customer are subject to change. Even after acceptance of an offer and / or after receipt of the order confirmation by the customer, we are entitled to adjust the price(s) under the following conditions: our production costs for the ordered goods demonstrably change by more than 4 % due to the fact that in particular those costs which we have to incur for labour, material and / or energy in the production of the goods change compared to those costs which we would have had to incur for them when the offer was made; if the 4 % threshold is exceeded, the entire change is fully taken into account; If the customer requests so, we are obliged to adjust the price under these conditions; the assessment of the extent of the change in production costs are made as far as possible on the basis of objective criteria, such as, in particular in the case of the costs of labour in accordance with the law ordinance and/or collective agreement, in the case of the costs of materials in accordance with the relevant indices (e.g. Großhandelspreisindex Eisen und Stahl, published by Statistik Austria) or according to the sales prices of our suppliers, as well as for the costs of energy according to the respective valid prices of our supply companies.

6. Payment terms

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Version erstellt	Patrick Haydn	Quality	16.06.2023	
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6.1 Unless otherwise agreed, all invoices are payable immediately without any deductions. Payments will only be deemed to have been made once they have been credited to our account. The place of performance for all payment obligations is our registered office.

6.2 We are not obliged to accept bills of exchange or cheques. We will strictly only accept bills of exchange or cheques subject to redemption. The customer reimburses us for any costs of redeeming the bill of exchange or cheque.

6.3 If the customer is fully or partially in arrears with a payment, if a bill of exchange or cheque of the customer cannot be redeemed, or facts become known that could significantly diminish the creditworthiness of the customer or a petition to open insolvency proceedings is filed, then we have the right to require immediate payment of all outstanding invoices (even if they have not yet fallen due) and to require advance payment for all deliveries that have not yet been made. We may set a reasonable deadline by which the customer shall, at its choice, either provide consideration or collateral against performance. Following expiry of that deadline without satisfactory result, we are entitled to withdraw from the agreement. However, we do not have the right to withdraw from the agreement if the customer files a petition for insolvency proceedings to be opened. The customer may avert the obligation for early payment and our right of withdrawal by providing adequate collateral. We are also entitled to exercise the aforementioned rights if the enterprise of the customer is dissolved or liquidated or ceases its business activities, if significant portions of the enterprise are transferred or if debt enforcement measures are taken with respect to the customer's assets.

7. Offsetting of claims, right to withhold performance

7.1 The customer is only entitled to offset its claims against our claims if its counterclaim is undisputed or has been established by final judgment. The customer only has the right to withhold performance, if its counterclaim is undisputed or has been established by final judgment.

7.2 If the customer has failed to fulfil any of its contractual obligations or to fulfil them on time whatsoever, we are entitled to withhold our own contractual performance. We are entitled in particular to withhold any performance of warranty, guarantee or liability obligations until the customer has paid for the goods concerned in full.

8. Retention of title

8.1 Any delivered goods remain our property until full payment of the respective purchase price. Furthermore, we retain ownership of all goods until receipt of all payments arising from the business relationship with the customer. That also applies to receivables arising in future and contingent receivables, e.g. in the case of reverse bills of exchange, and will apply even if payments are made with respect to specifically designated receivables. The goods and any goods subject to retention of title that replace them under the following provisions are referred to hereinafter as "retained goods".

8.2 The customer has to store the retained goods separately from other items with due commercial diligence and sufficiently insure them at its own expense against all risks, including, but not limited to, damage during operations, fire, burglary, theft and water damage. The customer has to suitably label retained goods as our property.

8.3 If the customer is a dealer, then the customer is only entitled to resell the retained goods in the ordinary course of business. The customer hereby assigns any purchase price claims arising from the resale of retained goods to us in advance. The customer records that assignment in its accounts. The same applies to other claims that replace the retained goods or otherwise arise with respect to the retained goods, such as insurance claims or claims based on wrongdoing in the case of loss or destruction. The customer is not allowed to sell the

retained goods to any buyer that has excluded or limited the assignment of payment claims against it. We hereby accept the assignment in advance. We authorise the customer to collect the receivables assigned to us in its own name; we are entitled to revoke said authorisation.

8.4 We are entitled to withdraw the authorisation for continued disposal over the retained goods and for collection of the receivables assigned to us, if the customer is in payment arrears or facts become known that are likely to significantly diminish the customer's creditworthiness. On our request, the customer provides all details concerning the assigned receivables that are required for collection of the receivables, including any documents required for enforcement, and notifies its debtors of the assignment.

8.5 Any other disposal over the retained goods or the receivables assigned to us – in particular pledging, loaning, renting out, *cessio in securitatem debiti* or transfer of ownership by way of security [Sicherungsübereignung] – is forbidden. In the event of seizure, confiscation or other disposal over the goods, the customer informs the third party without delay of our ownership and notify us without delay so that we can exercise our ownership rights. If the third party is not in the position to reimburse us for the associated judicial or extrajudicial costs, the customer bears said costs.

8.6 If the customer breaches the agreement, and in particular is in arrears with payment, we are entitled to reclaim the goods after issuing a reminder, and the customer is obliged to surrender the goods. The instruction to surrender the goods does not constitute notice of withdrawal from the agreement, unless expressly stated. For the purpose of repossession of retained goods at the customer's site, the customer irrevocably grants us the right to enter its business and storage facilities where it has stored the retained goods without hindrance during normal business hours and to take the retained goods. The customer reimburses us for any costs arising in connection with the repossession of the retained goods.

8.7 The customer performs any processing and reprocessing of the retained goods for us as the manufacturer without any resulting obligations on our part. If retained goods are reprocessed, combined, blended or mixed with other goods that do not belong to us, we are entitled to a co-ownership share in the new item according to the ratio of the invoiced value of the retained goods to the other goods. If the customer obtains sole ownership of the new item, it grants us co-ownership and store the item for us at no charge. If the retained goods are resold together with retained goods belonging to other suppliers, irrespective of whether the goods have been reprocessed, combined, blended or mixed, then the assignment in advance agreed above will only apply in the amount of the invoiced value of our retained goods that are resold together with the other retained goods.

8.8 If the value of the collateral held by us exceeds the value of receivables owed to us by the customer by more than 20%, on request of the customer, we are obliged to release collateral of our choice to that extent.

9. Maintenance, service, repairs

9.1 The customer is obliged to have all maintenance, service and inspection work that is stipulated or recommended in the product descriptions for the retained goods performed in a timely manner and to have any necessary repairs performed properly and without delay by us or by a specialist workshop designated and authorised by us at its own expense, to handle the retained goods with care and to refrain from any measures that could impair the value of the retained goods.

9.2 If the customer breaches its obligation under Section 9.1., we are entitled to withdraw from the agreement after setting a grace period.

10. mybulmor

10.1 Our machines are equipped with mybulmor if indicated in the product description, in the offer and/or in the order confirmation. mybulmor is a cloud-supported

data system with which the customer receives information about the machine through mobile radio via a SIM card installed in the machines, in particular for the coordination and optimization of the use and occupancy rate of the Bulmor fleet, for remote maintenance as well as remote diagnosis of technical problems.

10.2 If the customer enters into a usage agreement with us via mybulmor, we shall enable the customer to access machine data remotely, such as in particular loading status, impact events, temperature of individual components, driving speed, oil quality, oil temperature, current vehicle position, driver identification and operating mode. The basic module mybulmor:live reads such machine data via sensors in the machine, records this data and transmits this data via mobile radio to the mybulmor:data cloud for storage and processing as well as for customer access and data export in real time via the mybulmor dashboard. The mybulmor:analys extension module stores machine data in the mybulmor:data cloud for up to three years, allows the customer to view, analyze, process and export machine data retrospectively, and provides data on the movement pattern and operating and idle times of Bulmor machines. In particular, it notifies the customer of services due, machine status, warnings and errors, and service status, and provides the customer with automatically generated reports on its bulmor machines. We reserve the right to modify the scope of mybulmor's services to the extent permitted by law and reasonable for the customer.

10.3 By using a machine equipped with mybulmor, the customer agrees to the use and further processing of all such data by us and our sales and service partners, in particular for the purpose of analysis, further development, troubleshooting, service and repair of Bulmor machines. Upon the customer's request, we will remotely perform fault diagnosis, remote maintenance as well as software updates and adjustments on the customer's Bulmor machine. Software updates will only be performed in the course of machine maintenance by Bulmor or a Bulmor sales and service partner followed by a functional test.

10.4 The customer and we are each entitled to terminate mybulmor after the expiry of the warranty or after the expiry of the usage agreement at the earliest with a period of 4 weeks to the end of the month. The notice of termination authorizes us to deactivate the transfer of the machine data to the mybulmor:data cloud. The termination shall be deemed as revocation of the consent to record and further process machine data. After the expiry of the warranty or after the expiry of the usage agreement, the customer may also request the deletion of all data stored on the mybulmor:data cloud at any time. In case of sale or permanent transfer of the machine to third parties, the customer shall inform the third party about the mybulmor equipment of the machine.

10.5 The customer shall use any information and data obtained through mybulmor exclusively in accordance with the law and shall obtain any necessary consents of third parties, in particular consents to protect the sphere of its employees.

10.6 We collect, store and process all information and data concerning Bulmor machines carefully, but we are not liable for the accuracy and timeliness of the information and data obtained and transmitted through mybulmor. As far as personal data is concerned, we store and process all personal data read out, recorded and transmitted by mybulmor in accordance with the privacy policy available on www.bulmor.com. The data will not be transferred to third parties unless we are required to do so by law. Our sales and service partners are not considered third parties.

10.7 We shall not be liable for interruptions and functional impairments of mybulmor, unless we have caused them by gross negligence or intentionally. We are not liable for any functionality and/or operational readiness of a mobile network, especially not for its limitations due to structural conditions. We are not liable for any damages and losses caused by customers not using mybulmor in accordance with these terms and conditions. As for the rest, the provisions of Section 11 of these GTC shall apply.

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10.8 mybulmor is administered by BULMOR industries GmbH, FN 214090p. The provisions of Section 12 of these GTC shall also apply for mybulmor.

11. Warranty, guarantee, liability

11.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless these GTC provide otherwise.

11.2 The customer has to examine thoroughly the goods without delay following delivery to the customer or to a third party designated by the customer. The goods are considered to be accepted by the customer if we are not notified of any complaints regarding obvious or recognisable defects without delay, by no later than within 7 calendar days of delivery of the goods, or within 7 calendar days of discovery of hidden defects, in writing and with a precise description of the defect(s). Whether said notification is made within the deadline will be determined by the date on which the notification is sent. With the approval of the goods in the aforementioned sense, our liability for the defect not notified or not notified in time is excluded in accordance with the statutory provisions.

11.3 We are only subject to guarantee obligations if and to the extent that we have expressly undertaken such obligations.

11.4 If delivery of used items is agreed with the customer on a case-by-case basis, the customer will have no guarantee and/or warranty rights vis-à-vis us regarding quality defects, unless otherwise expressly agreed in writing.

11.5 If we manufacture goods based on the customer's specifications, we are not obliged to review the content of the specifications provided by the customer and therefore do not assume any warranty, liability or guarantee for the feasibility or usability of this specification.

11.6 We will solely fulfil our warranty/indemnification/guarantee obligations exclusively by improvement/rectification and/or replacement/subsequent fulfilment of defective parts. The right to choose between improvement/rectification and replacement/subsequent performance lies exclusively with us. Any improvement/rectification or replacement/subsequent fulfilment by us does not restart the limitation periods in respect of the repaired/rectified goods or the goods provided as part of the replacement/subsequent fulfilment, unless we have acknowledged the restart of the limitation period in this respect. The customer has no right to price reduction, cancellation of the agreement or reimbursement. For performance of our warranty/indemnification/guarantee obligations, the customer transfers the defective goods to our works at its own expense and risk. If the complaint is justified, we will reimburse the costs of the cheapest available shipping method; that does not apply if the costs are higher because the goods are not located in the intended place of use. If the goods are exchanged, the customer returns the defective goods and provide compensation for use of the goods until that time. The compensation for use will be calculated on the basis of the value of the goods according to the ratio of the actual duration of use to the expected possible total useful life, e.g. according to straight-line depreciation on a *pro rata temporis* basis. If we provide compensation or exchange parts for the returned goods, ownership of the replaced goods or replaced exchange parts will transfer to us.

11.7 We are entitled to make the required rectification or exchange conditional upon the customer paying the due purchase price. However, the buyer is entitled to withhold a portion of the purchase price commensurate with the defect.

11.8 Our liability for indemnification claims of any kind whatsoever, in particular arising from impossible, late, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations, wrongdoing and

from breaches of duties by persons for whose culpability we are responsible by law is limited to wilful misconduct and gross negligence. Any indemnification obligation for slight negligence is excluded. This exclusion of liability for slight negligence does not apply to injuries to life, limb or health or claims under the Austrian Product Liability Act [Produkthaftungsgesetz, PHG] or comparable statutory. Compensation for consequential damage or losses, for purely financial losses, for loss of profit and/or for indirect damage or losses is also entirely excluded. Product liability for damage to items that the end buyer uses predominantly at its enterprise is entirely excluded. To the extent that our indemnification liability is excluded or limited, that also applies to any personal indemnification liability of our staff, workers, colleagues, representatives and vicarious agents.

11.9 We are not liable for the following defects/damage to goods:

- a) for any defects/damage associated with natural wear due to use and/or defects/damage to consumables and/or to wear parts (e.g. to seals, sealing gaskets, oil seals, lubricants, tyres, hoses, pipes, brake disks, brake shoes, brake linings, belts, glass components, nuts, screws, discs, washers, split pins, lifting chains, fittings and similar);
- b) for any defects/damage to equipment for which the customer or a third party did not perform the stipulated maintenance and services properly, professionally and/or in a timely manner in accordance with the maintenance instructions, operating manuals and/or documentation; the customer is required to prove that the maintenance and services have been performed;
- c) for any defects/damage to parts, that become defective as a result of delayed or improper repairs ("consequential damage");
- d) for any defects/damage associated with use that is not as intended and/or otherwise incorrect and/or due to the customer or a third party overloading equipment, including, in particular, non-compliance with operating manuals and/or documentation and/or associated with the equipment being in poor condition overall;
- e) for any defects/damage associated with the use of operating materials by the customer or a third party that are inappropriate or not of the kind specified, in particular operating materials other than those specified in the operating manuals and/or documentation;
- f) for any defects/damage associated with delayed or incorrect repairs or associated with the use of inappropriate or impermissible repair materials by the customer or by a third party, in particular non-compliance with the instructions set out in operating manuals and/or documentation or other instructions;
- g) for any defects/damage associated with changes to a piece of equipment or parts of the piece of equipment (in particular components, accessories or attachment parts) made unilaterally by the customer or by a third party without our prior written consent;
- h) for any defects/damage associated with components, spare parts, technical supplies, attachment parts and/or other parts of equipment installed unilaterally by the customer or by a third party without our prior written consent;
- i) for any defects/damage to parts or associated with parts that the customer or a supplier designated by the customer has provided to us for construction or conversion;
- j) for any defects/damage to parts or associated with parts that did not originate from us and were not procured by us;
- k) for any defects/damage associated with undue force, insufficient care or wilful mistreatment of the equipment;

- l) for any defects/damage associated with force majeure, including, but not limited to, thunderstorms, flooding, frost and other natural events;
- m) for any defects/damage associated with incorrect shipping, other incorrect conduct of the customer or a third party or wilful or malicious mistreatment or theft of the equipment;
- n) for any defects/damage to equipment that the customer has loaned or rented to a third party;
- o) for any defects/damage if the customer is in arrears with due payments owed to us.

Within the scope of warranty/guarantee/indemnification claims, any costs of oils, petrol, diesel fuel, hydraulic fluid, chemicals, cooling and cleaning materials, contacts, jacks, traction and auxiliary batteries, fuses, bulbs, cable harnesses, glow plugs and similar electrical parts, as well as wear parts that are replaced during the handling of a warranty/guarantee/damage claim are not eligible for compensation; the same applies to expenses and materials for troubleshooting without lasting elimination of the cause.

11.10 Any assignment of the customer's warranty/indemnification/guarantee rights to a third party is inadmissible and invalid with respect to us.

11.11 The warranty/guarantee period for the delivered machines ends after one year or 1,000 operating hours, whichever event occurs first. The warranty/guarantee period in this case begins on the date on which we provide notification of readiness for collection to the customer, but at the latest upon handover of the equipment to the customer or its representative or the agent/carrier/third party commissioned by the customer. Independently the warranty/guarantee period for spare parts supplied or assembled by us and for parts otherwise supplied or assembled by us for a machine (e.g. accessories, superstructures) ends after 6 months or 500 operating hours, whichever event occurs first. The warranty/guarantee period in this case begins on the date on which we provide notification of readiness for collection to the customer, but at the latest upon handover of the spare part or other part or the machine fitted with the spare part or other part to the customer or his representative or the agent/carrier/third party commissioned by the customer. Any obligations to pay damages in respect of a machine supplied by us shall become time-barred after one year from the customer's knowledge of the damage and the damaging party, but at the latest after 3 years from the handover of the machine to the customer or its representative or the agent/carrier/third party commissioned by the customer. Any obligations to pay damages for spare parts and/or other parts delivered or installed by us shall become time-barred 6 months after the customer has become aware of the damage and the damaging party, but no later than 2 years after the machine was handed over to the customer or its representative or the agent/carrier/third party commissioned by the customer. If the customer fails to assert his claims under warranty/guarantee/indemnification in court (by means of a lawsuit or objection) within the period stated above in each case, all claims of the customer shall expire. The extrajudicial notification of a defect/damage by the customer shall not extend, suspend or interrupt the warranty/guarantee/ indemnification period. The repair or replacement of a part of a machine, for whatever reason, does not extend, suspend or interrupt the warranty/guarantee/indemnification period for the machine itself.

11.12 Our agreement with the customer on **extended warranty/guarantee** shall only be effective if this agreement is made expressly and in writing and the customer has carried out a detailed, precise and written deployment analysis for this machine with us or our sales and service partner and the customer has confirmed the correctness of this deployment analysis with his signature. If it turns out that the information in

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mentioned deployment analysis is incorrect and/or the customer uses the machine in a manner other than specified in the deployment analysis, all of our obligations under the extended warranty/guarantee shall not apply. Furthermore, we are only obligated to perform under the extended warranty/guarantee if (a) an acceptance report has been completed by us or by one of our sales and service partners upon delivery of the machine, (b) during the extended warranty/guarantee period, all maintenance of the machine has been performed in full and on time by one of our sales and service partners in accordance with the manufacturer's instructions, (c) all maintenance has been documented in accordance with the manufacturer's instructions and (d) all wear and spare parts have been replaced exclusively in accordance with the manufacturer's instructions, in particular only original Bulmor wear or spare parts or wear or spare parts authorized by Bulmor have been used, such as in particular Bulmor filters, Bulmor engine spare parts and OEM filters for the hydraulic system. Not covered by the extended warranty/guarantee under any circumstances and therefore non-refundable are all wear parts, such as in particular light bulbs, windshield wipers, fan motors, door suspension components, door and ignition locks, electrical fuses, mast and extension rollers, batteries, slides and gliding materials, steering knuckles and wheel bearings as well as all parts mentioned in Section 11.9.a) of these GTC. Likewise, combustion engines with attachment parts are excluded from the extended warranty/guarantee.

11.13 The provisions of this Section 11 shall also apply to all our deliveries and services in connection with mybulmor.

12. Intellectual property rights

12.1 If we manufacture goods on the basis of design details, specifications or other instructions of the customer, the customer indemnifies us and hold us harmless with regard to all resulting claims of third parties due to claimed infringements of intellectual property rights of third parties, except in the case of gross negligence or wilful misconduct on our part. We are not obliged to check whether design details, specifications or other instructions of the customer may constitute infringements of third-party property rights.

12.2 The copyright and all other intellectual property rights to the goods, as well as to plans, sketches, samples, models, catalogues, illustrations and similar created by us always remains with us.

13. Labelling of the purchased goods

The customer ensures that all markings and labels applied to the goods, in particular designation of origin, equipment number, warnings, instructions for use and similar, remain undamaged and clearly visible. The customer may only apply any markings or labels to the delivered goods upon complete transfer of ownership; that does not apply to the labelling obligation under Section 8.2.

14. Disposal of waste electrical and electronic equipment

14.1 If the goods come under the scope of the EAG-VO, the customer assumes the obligation to finance the collection and handling of waste electrical and electronic equipment for commercial purposes pursuant to the EAG-VO if the customer is itself the user of the electrical/electronic equipment. If the customer is not the end user, the customer imposes the financing obligation on its customer in full and provides us with documentation thereof.

14.2 The customer ensures that we are provided with all necessary information to fulfil our duties as a manufacturer/importer, in particular under Sections 11 and 24 of the EAG-VO, the Austrian Waste Management Act [Abfallwirtschaftsgesetz, AWG], the ElektroG or comparable statutory.

14.3 The customer is liable for any damage or losses and any other financial disadvantages incurred by us due to failure to fulfil or inadequate fulfilment of the financing obligation and other obligations pursuant to Section 13. The customer bears the burden of proof of fulfilment of said obligation.

15. Miscellaneous provisions

15.1 We are entitled to transfer our obligations vis-à-vis the customer to other companies within our group of companies, such as in particular to BULMOR Holding GmbH, BULMOR industries GmbH, BULMOR airground technologies GmbH, BULMOR Lancer UK Ltd. and BULMOR Deutschland GmbH, or to commission a third party to fulfil our obligations towards the customer. We will inform the customer of any such transfer/assignment.

15.2 There shall be no oral side agreements to these GTC and to the contracts concluded on the basis of these GTC. Amendments or addenda to these GTC and to the contracts concluded on the basis of these GTC as well as notices of defects, the assertion of warranty claims and all other declarations of the customer vis-à-vis us and vice versa must be made in writing in German or English in order to be effective.

15.3 The place of performance for any obligations arising from the contractual relationship is our registered office, in Kickenau 1, 4320 Perg, Austria, unless otherwise specified. If we are also required to perform installation work, the place of performance is the designated installation site.

15.4 If any provision or part of a provision of these GTC or a subsequent amendment or addition is or becomes void, invalid or unenforceable, or if these GTC contain an unintended gap, the effectiveness, validity or enforceability of all other provisions will be unaffected. Any such void, invalid or unenforceable provision is deemed to be replaced, and any gap is deemed to be filled, by an appropriate provision that, according to the commercial purpose and subject matter of the provision and/or these GTC, comes as close as possible to the original intent of the parties or the intent of the parties if they had considered said subject matter, insofar as permitted by law.

16. Legal venue, applicable law

16.1 The exclusive legal venue for any disputes arising from or in connection with the contractual relationship is agreed as Wien Innere Stadt (Vienna, 1st district), Austria; however, we are also entitled at our discretion to file a lawsuit at the general legal venue of the customer. The above rule does not apply if another exclusive legal venue is established by law.

16.2 All disputes in connection with the effective conclusion of a contract and/or rights and obligations arising from a contract and/or statutory rights and obligations vis-à-vis the customer shall be governed by the laws of the Republic of Austria, excluding conflict of law rules and excluding the UN Convention on Contracts for the International Sale of Goods.

	Name	Abteilung	Datum	Bestätigung
Version erstellt	Patrick Haydn	Quality	16.06.2023	
Geprüft	Silvia Tüchler	After Sales	19.06.2023	In Ordnung
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